SIKKIM

GOVERNMENT GAZETTE

EXTRAORDINARY
PUBLISHED BY AUTHORITY

Gangtok | Thursday 16th October, 2008 | No. 481

GOVERNMENT OF SIKKIM
DEPTT. OF PERSONNEL, ADM. REFORMS, TRAINING, PUBLIC GRIEVANCES, CAREER OPTIONS & EMPLOYMENT SKILL DEVELOPMENT AND CHIEF MINISTER'S SELF EMPLOYMENT SCHEME
GANGTOK

No.176/GEN/DOP **Dated:24.9.2008**

NOTIFICATION

In exercise of the powers conferred by the proviso to Article 309 of the Constitution of India, the Governor of Sikkim is hereby pleased to make the following rules further to amend the Sikkim State Health Service Rules, 1993, namely:-

Short title and Commencement

1. (1) These rules may be called the Sikkim State Health Service (Amendment) Rules, 2008.

(2) They shall come into force at once.

2. In the Sikkim State Health Service Rules, 1993, for the existing Form I and Form II, the following Forms shall be substituted, namely:-

"FORM -I

(See rule 19 (2)

Judical stamp worth Rs. 10/-

AGREEMENT BOND FOR TRAINING/COURSE IN POST GRADUATE –

TO BE EXECUTED BY A GOVERNMENT SERVANT (ON REGULAR ESTABLISHMENT) AS AN INSERVICE GOVERNMENT NOMINEE OF THE GOVERNMENT OF SIKKIM.

This Agreement is made on this the_____day of _____ at Gangtok between the Governor of Sikkim through the Secretary to the Government of Sikkim, Health Care, Human Services and Family Welfare Department (hereinafter called "the Government") which expression shall, unless excluded by or repugnant to the subject or context be deemed to include his executors, administrators, representatives and assigns of the first part and Dr....., Son/Daughter/Wife of ..... (hereinafter called "the trainee/candidate") of the second part.

WHEREAS the Government has selected the trainee/candidate for the aforesaid training course;

AND WHEREAS the trainee/candidate has agreed to undergo the above training/course for 2/3 years w.e.f. .....to .....;

AND WHEREAS for the better protection of the interest of the Government, the trainee/candidate has agreed to execute this bond on the terms and conditions hereinafter contained.

NOW THIS AGREEMENT WITNESSES and the parties hereto hereby agree as follows:-

1. That the trainee/candidate shall not leave the training course in the middle of the training/ course.
2. That the trainee/candidate shall abide by the rules and regulations laid down by the Government.
3. That the trainee/candidate shall, during such training/course, abstain from engaging in any other vocation.
4. That the trainee/candidate shall not take part in any political or other activities, which may be considered by the Government to be undesirable and against the Government. If he/she takes part in any such activities, salary and training allowances shall be withheld and he/she shall not be allowed to complete the training/course.
5. The trainee/candidate shall complete the training/course within the prescribed time limit and shall report and join at the place of posting.
6. That the trainee/candidate after completion of the training/course shall serve the Government as hereinafter required for a period of ten years, and at least for 5 (five) years in the Districts, or Public Heath Centers as the case may be unless prevented by ill health which is to be certified by competent medial authority to the satisfaction of the Government of Sikkim to be such as to render him/her unable to continue to be in service.
7. That if the trainee/candidate contravenes any of the condition prescribed in clause 1 to 5 above, he/she shall be liable to pay twice the amount spent on him/her as salary, allowance, stipend or other scholarship during the period of training/course together with the additional cost of living, like travel expenses to and from the place of training/course, dearness allowance and expenses incurred in the shape of admission fee, tuition fee and other incidental charges together with interest thereon from the date of demand at Government rates for the time being in force on Government loans payable to employees.
8. In the event of the trainee/candidate desiring to resign from the Government service before the completion of ten years or stipulated service it shall be incumbent upon him to pay the amount equivalent to 10(ten) years full salary before his/her resignation can be considered by the Government.
9. That the trainee/candidate shall be posted to District Hospital on completion of Post Graduate Degree/Diploma in the relevant speciality and they should not ask for transfer/posting to STNM Hospital, Gangtok. No Doctors shall bring or attempt to bring any political or outside influence to bear upon any superior authority to further his/her interest in respect of matters pertaining to his/her transfer or posting in their place of choice.

Explanation :- A "completed year of service" is a year and not less that six months of the next year.

If it is more than six months, it shall be treated as one more year.

IN WITNESS WHEREOF, the parties hereto have set and subscribed their respective hands and seals the day, month and year above written.

(Signature of the trainee/candidate)

Secretary to the Govt. of Sikkim, Health Care, Human Services & Family Welfare Department for and on behalf of the Governor of Sikkim.

In the presence of witnesses :

Name	s/w/d of	full address	signature	Date
1.				
2.				

FORM II

SURETY BOND

SURETY BOND TO BE EXECUTED BY TWO PERMANENT RESIDENT OF SIKKIM (ACCEPTABLE TO THE ADMINISTRATIVE DEPARTMENT CONCERNED) FOR THE TRAINEE/ CANDIDATE WHILE UNDERGOING TRAINING/COURSE IN POST GRADUATE MASTER IN DENTAL SURGERY AS AN IN-SERVICE GOVERNMENT NOMINEE.

By the present bond, we, Mr/Mrs/Miss _____, S/W/D of _____,resident of _____ District _____ (hereinafter called "the sureties"), do hereby jointly and/or severally bind ourselves and our respective heirs, executes and administrators, liable to repay to the Government of Sikkim (hereinafter called "the Government") the entire amount specified in the present Agreement Bond, in the event of the trainee/candidate becoming liable to pay the amount.

WHEREAS, the Government has selected the trainee/candidate for the aforesaid training/course;

AND WHEREAS, the trainee/candidate has agreed to undergo the above training/course for 2/3 years w.e.f. ..... to .....;

AND WHEREAS the sureties have agreed to stand surety for the due performance of the terms and conditions of the Agreement Bond by the trainee/candidate;

AND WHEREAS for the better protection of the interest of the Government, the sureties have agreed to execute this bond on terms and conditions hereinafter contained;

NOW THIS BOND WITNESSES and the parties hereto hereby agree as follows:-

1. That the trainee/candidate shall, during and after completion of the training/course, abide by the terms and conditions of the main Agreement Bond.
2. That if the trainee/candidate contravenes any of the conditions given in the Main Agreement Bond, he and sureties shall be held joint and severally liable to repay to the Government the entire amount in the manner provided in clause 7 and 8 of the main Agreement Bond.

IN WITNESS WHERE OF, this Surety Bond is executed on the date, month and the year above mentioned in presence of the witnesses :-

Sureties

Name Date	S/D/W of	Full address	Signature
1.			
2.			

(Sureties should be worth the amount they stand for)
signature of the trainee/candidate :

witnesses:

1. Name Address

2. Name Address

Accepted by me
Secretary to the Government of Sikkim
Health Care, Human Services & Family Welfare Department
For and on behalf of the Governor

BY ORDER AND IN THE NAME OF THE GOVERNOR.

SECRETARY
HEALTH CARE, HUMAN SERVICES AND FAMILY WELFARE DEAPARTMENT"